

15. Relationship of the Parties. The relationship created by this Agreement is that of independent contract grower and hog owner only and nothing contained herein is intended or shall be construed as creating any partnership, landlord-tenant, agency, employer-employee or other relationship. Grower shall provide at Grower's sole expense such workman's compensation insurance, unemployment compensation insurance, disability and health insurance as may be required or advisable for Grower or Grower's personnel. Grower shall comply, to the extent applicable, with all labor laws at the Facilities, including, without limitation, all OSHA requirements. Grower will be responsible for all taxes on amounts paid to Grower by ISF hereunder.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, postage paid:

If to Grower to:

If to ISF to:

Iowa Select Farms, L.P.
Attn: _____
811 South Oak Street
Iowa Falls, Iowa 50126

17. Amendments. This Agreement sets forth the entire understanding of the parties and supersedes any prior agreements, oral or written, as to the subject matter hereof. This Agreement may be amended or modified by, and only by, a written instrument executed by the parties hereto.

18. Expenses. Except as otherwise provided herein, all legal, accounting, and other costs and expenses incurred in connection with the Agreement and any related agreements) and the transactions contemplated hereby and thereby shall be paid by the party incurring such expenses.

19. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, permitted assigns and personal representatives. This Agreement shall not be assigned by any party hereto except as permitted by its express terms or upon the written consent of the other party. Nothing in this Agreement, express or implied, its intended to confer upon any other person any rights or remedies under or by reason of this Agreement. The parties agree and acknowledge that this Agreement is a contract finishing agreement and not a lease of the Facilities. Therefore, the parties do not intend to record a copy of this Agreement as would be required for a lease as provided in Section 558.44 of the Iowa Code (1997).

20. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

21. Waiver. The failure of any party hereto to insist in any one of more instances upon performance of any term or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such party with respect thereto shall continue in full force and effect.

22. Excused Performance. Notwithstanding any other provision herein, the performance of either party to this Agreement shall be excused during any period of time when performance becomes commercially impossible due to reasons which are entirely beyond the control of such party, such as fire, explosion, accident, final governmental law or regulation or intervention and acts of God. Changes in the hog market which impact the economic effect of this Agreement are specifically excluded from this provision, as is any failure by Grower to exercise good judgment with

ISF INITIALS _____

GROWER INITIALS _____

REVDATE 1210976